

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
DIVISION

Advanced Concrete Tools, Inc.,

Plaintiff,

v.

Herman W. Beach and
Manown Engineering Co., Inc.,

Defendants.

Civil Action No.3:10CV1139

Judge Haynes

*Overrule
Herman's motion
of the proof, this motion
is DENIED as losses
can be proved without
expert proof.*

DEFENDANTS' MOTION IN LIMINE

COME NOW Defendants Herman W. Beach and Manown Engineering Co. Inc., by and through their undersigned counsel, and move in limine to exclude the Plaintiff from being able to offer expert testimony as to the amount of damages plaintiff claims to have suffered in this action and in support thereof says:

1. Plaintiff filed a breach of contract claim against Defendants. The contract at issue is an Asset Purchase Agreement (hereinafter "APA"). The purchase price under the APA for the assets was \$1,100,000. The purchase price was to be paid over time. Pursuant to the APA Defendants paid Plaintiff \$600,000 within 90 days of the closing. The remaining portion of the purchase price is to be paid as follows:

Quarterly payments equal to 2% of gross sales of screeds, screed bars, saddle clamps, concrete bomb, and other screed related products sold by Advanced Concrete Tools Inc. at the time of closing of this transaction until seller has been paid \$500,000. Such payments will begin fifteen months after completion of the sale hereunder.

2. It is undisputed that the Defendants paid Plaintiff all monies due it within 90 days from